

## MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF ARIZONA, acting by and through its STATE HIGHWAY DEPARTMENT, as party of the first part, and the TOWN OF CLIFTON, as party of the second part.

WITNESSETH:

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA and the TOWN OF CLIFTON to enter into an agreement covering the maintenance of that certain State Highway known as US Route 666 which is a State Highway of the STATE OF ARIZONA and which traverses the said TOWN OF CLIFTON over those certain streets known as Railroad Avenue and Chase Creek Road, which form the necessary and convenient links for the connection of sections of the aforesaid State Highway and for carrying of such State Highway through said TOWN OF CLIFTON as more particularly set forth upon the map attached hereto and marked "Exhibit A", and by reference made a part hereof.

NOW THEREFORE, it is hereby mutually agreed by and between the TOWN OF CLIFTON and the STATE OF ARIZONA, acting by and through its State Highway Department, as follows:

1. That the STATE OF ARIZONA, acting by and through its STATE HIGHWAY DEPARTMENT shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked "Exhibit A"; said jurisdiction, control and responsibility to include:

- a. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.
- d. Transportation permits, such as overweight, overwidth and overheight as prescribed by law.
- e. Routine maintenance of roadway and curbs except for sweeping and cleaning. Various types of maintenance include, but are not limited to, resurfacing, resealing, restriping, and patching of the highway roadway.
- f. Permits for Highway Right of Way Encroachment and Use. The TOWN will assist in the administration of this procedure to the extent that they will make applicants for TOWN Building Permits aware of the requirements of the State Highway Department.
- g. Removal of sand, rock and other debris caused by slides or other unusual causes.
- h. Snow removal operations will consist of clearing the surface roadway of snow and drifts and sanding of icy pavements.
- i. Traffic control devices, including signs, signals, striping and marking (except as specified below)

Maintenance and construction of traffic control devices covered by separate agreement will be as outlined in said agreement.

Traffic Signs:

1. The word "Sign" as used herein, refers to the devices mounted on a fixed or portable support whereby a specific message is conveyed by means of words or symbols officially erected for the purpose of regulating, warning or guiding traffic.
2. Stop signs to be installed at those intersections where TOWN streets intersect the State Highway will be furnished to the TOWN by the State Highway Department. The TOWN will install the signs to State specifications and will replace those which are damaged or weathered from the supply issued by the State Highway Department.
3. Signs prescribing the speed limit and signs prescribing parking regulations on those streets that are a part of the Highway System will be furnished to the TOWN by the Highway Department. The TOWN will install the signs to State specifications and will replace those which are damaged or weathered from the supply issued by the Highway Department. All such signs which are in effect 24 hours a day shall be reflectorized.
4. Street name signs shall be furnished and installed by the TOWN under State specifications.

5. Information signs, including route shields, will be furnished and installed by the Highway Department.
6. Highway signs must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety.

The Highway Department shall install and maintain traffic lane striping on all streets that are a part of the State Highway System. The Highway Department shall install and maintain all channelization formed by the use of paint.

- j. Highway junction illumination and any other illumination for the express purpose of safety for the traveling public (including energy charges).

2. That the TOWN OF CLIFTON shall furnish the STATE information as to annexation of any areas that include STATE HIGHWAYS. Following the nature of said annexation, the STATE shall submit to the TOWN OF CLIFTON, an amendment to this agreement, which shall include a revised map.

3. That the TOWN OF CLIFTON shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

- a. Sidewalks
- b. Sprinkling
- c. Street lighting (other than safety lighting). Street or boulevard lighting shall be installed after approval of Permit Form 22-051: consideration of the proposal to install lights shall include review of the proposed lighting design and its effect on

the highway. Lighting equipment must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety. The maintenance will consist of all repairs and replacement of equipment and including energy charges.

- d. Street name signs, parking signs and marking in accordance with uniform STATE standards. The TOWN shall maintain all approved crosswalks presently in place across streets which are a part of the State Highway System and shall maintain any additional crosswalks after the initial installation by the State Highway Department. The outer limits of the parallel parking zones shall be installed initially by the STATE; maintenance of the line and subdivision into spaces shall be done by TOWN FORCES.
- e. Sweeping and cleaning of roadway and curbs.
- f. Roadside and any Roadside Park or other unique landscaping development under jurisdiction of the State (including power and water).

4. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

5. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said regulations is attached hereto and marked "Exhibit B", and by reference made a part hereof.

6. That the TOWN OF CLIFTON shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The TOWN OF CLIFTON will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked "Exhibit C", and by reference made a part hereof.

7. That the TOWN OF CLIFTON will provide traffic control in accordance with the Arizona Highway Department Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right of way.

8. That any or all of the terms, conditions and provisions, and attached exhibits forming a part hereof, shall remain in full force and effect for a period of five (5) years from the date hereof, at which time it shall terminate, provided that the same may be amended, supplemented, terminated or extended by mutual consent of the parties hereto at any time prior to the termination of this instrument.

9. That this Agreement shall supersede all previous Street Maintenance Agreements. This does not include existing traffic control devices and lighting or illumination agreements.

10. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Highway Department.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the TOWN OF CLIFTON on the 12TH day of SEPTEMBER, 1973, and the STATE OF ARIZONA, acting by and through its State Highway Department on the 27<sup>th</sup> day of September, 1973. This agreement shall become effective the day of final execution.

ATTEST:

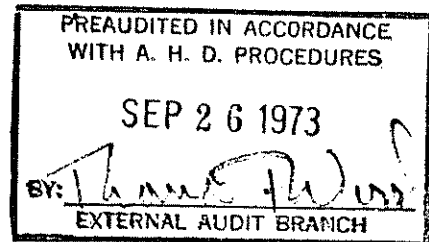
TOWN OF CLIFTON  
A Municipal Corporation

*[Signature]*  
Town Clerk

By *[Signature]*  
Mayor

STATE OF ARIZONA, acting by  
and through its State Highway  
Department.

By *[Signature]*  
Chief Deputy State Engineer



AUTHORIZED POSITION  
OF  
ADVERTISING SIGNS  
ALONG  
STATE HIGHWAY RIGHT-OF-WAY

APPROVED BY  
STATE HIGHWAY COMMISSION

DATE 2-29-60

- SIGNS -

WITH WORDS "STOP" - "SLOWDOWN"  
ETC., OR OF SIMILAR SHAPE OR COLOR  
AS OFFICIAL SIGNS *NOT PERMITTED.*

ALL SIGNS, AWNINGS OR OTHER STRUCTURES  
REQUIRING PERMIT SHALL ALSO BEAR THE  
PERMIT NUMBER IN LEGIBLE LETTERS NOT  
LESS THAN ONE (1) INCH HIGH.

NOTE -  
ENCROACHMENTS NOT  
PERMITTED ALONG  
INTERSTATE HIGHWAY  
SYSTEM R/W.

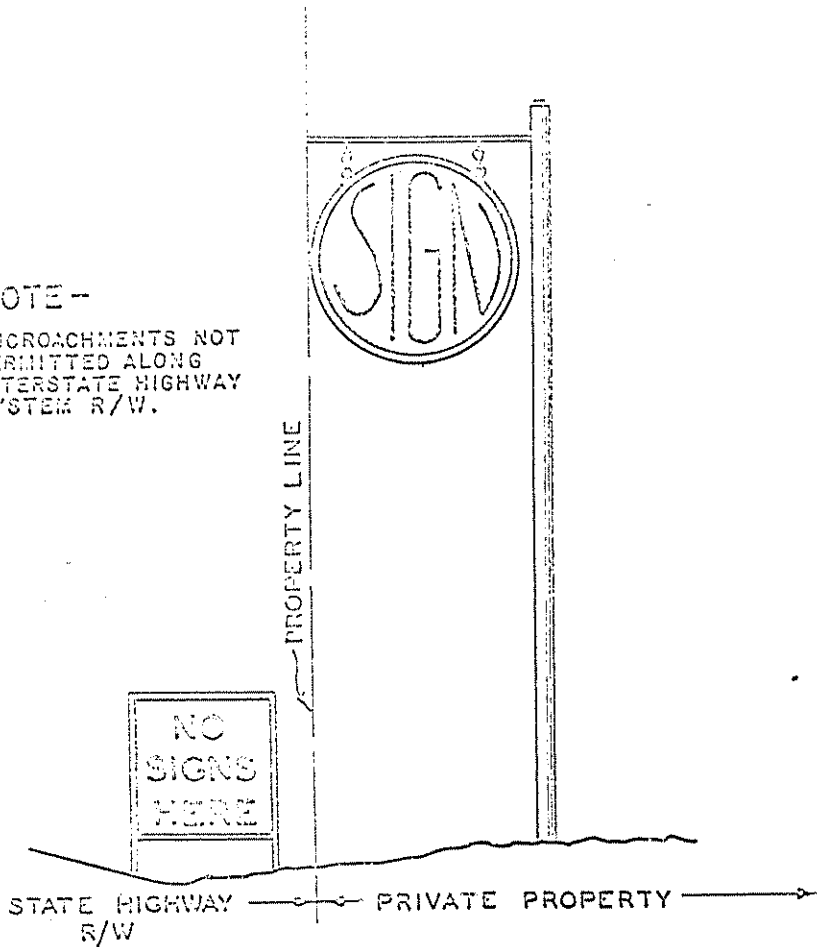


FIG. NO. 1  
No Permit Needed

NOTE-A-

LENGTH OF AWNINGS MAY  
VARY AS SHOWN IN FIG 2  
FOR LENGTH OF SIGNS,  
EXCEPT WHERE CITY OR  
COUNTY ORDINANCES PROVIDE  
SMALLER MAXIMUMS.

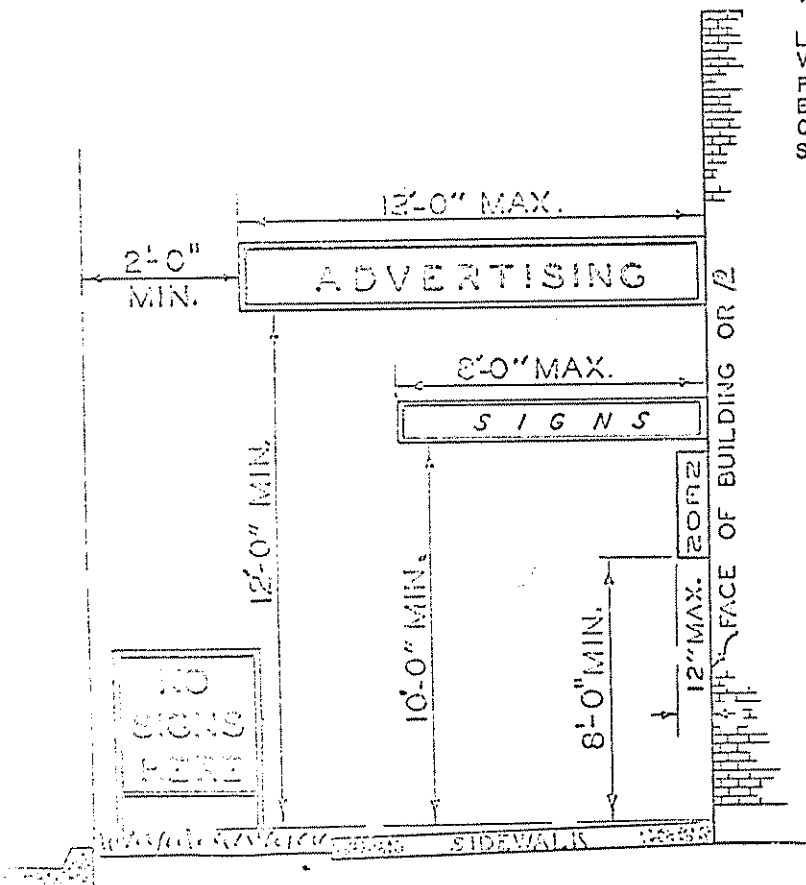


FIG. NO. 2  
Permit Needed

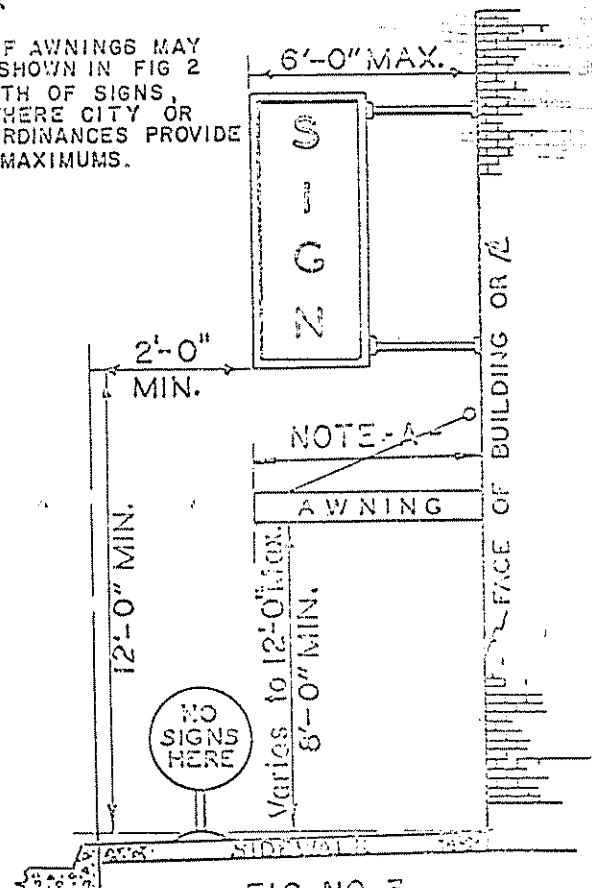


FIG. NO. 3  
Permit Needed  
Exhibit 'B'